

THE GOLF CART LADY LLC @ AUGUSTA GOLF CAR RENTALS LLC

706-910-6055 or 706-627-0057

BINDING GOLF CART RENTAL AGREEMENT (YEAR 2023)

*******PLEASE READ CAREFULLY*******

In consideration for the rental of the golf cart provided by (**Augusta Golf Car Rentals LLC** or **AGCR LLC**), I agree to the following conditions. If I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice:

1. I promise to return the golf cart to the location provided immediately upon completion of the rental period in as good condition as I received the same, normal wear and tear accepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons or property of others. I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my rental fees and deposit. I agree to be legally and financially liable for all costs of repairs to the golf cart and for the loss, damage, and/or injuries to my person or property and the persons or property of others regardless of fault. I agree to reimburse the golf cart owner AGCR LLC for such unrecovered costs, including but not limited to deductibles and any uninsured losses.

2. I agree to hold harmless, defend and indemnify AGCR LLC, for all damages and claims of any nature whatsoever that may arise from the use of said golf cart during the time of the rental period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others.

3. I agree to become familiar with the operation and use of said golf cart and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions. I agree to contact AGCR LLC if I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others using the golf cart. I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle.

4. I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the State of Georgia, South Carolina including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. I further agree that I personally will be responsible for all moving and/or parking violations issued to say cart while it is in my possession, under my control, or at any time during the condominium/house rental period. I agree that I will not operate the golf cart on the surf or allow saltwater to encounter mechanical or electrical components. I further agree that the law prohibits me from using the golf cart on major interstates and highways.

5. I agree that only persons who are 21 years or older possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart.

6. I agree the privilege of using the golf cart can be revoked without notice by AGCR LLC, at their sole discretion, for any violation of this agreement. I further agree I shall not be entitled to any rental refund or deposit for such revocation of privilege.

7. I understand that if the golf cart should become inoperable through no fault of mine, AGCR LLC will take reasonable steps to have the vehicle repaired. In the event the golf cart cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period.

By my signature below, I certify that I understand and agree to the conditions set forth in the AGCR LLC - Binding Golf Cart Agreement. I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests, and all passengers.

Gas Golf Cars

ONLY clean fresh unleaded 87 octane gas must be used. Each gas cart has a fuel gauge & LOW oil pressure light. Caution if the LOW oil pressure light stays on continuously; please STOP using the cart & contact AGCR LLC. Caution if you see any oil or gas leaking around the engine area STOP using the cart & contact AGCR LLC. Each cart is provided with a half tank of gas. It is the customer's responsibility to maintain proper fuel levels for operation.

Electric Golf Cars

Electric Carts chargers always need to be always kept out of the weather. It is recommended that the charger be left at the residence while operating the cart. The Charger is "automatic" and will shut off automatically when the cart is fully charged. The charger plugs into the cart at the driver's side of the cart just below the operator and will only fit one way. The power cord end requires 110v service only with a recommended 20-amp circuit. It is your responsibility to ensure that receptacles with adequate power are available to charge the cart. If the breaker keeps tripping during the charger cycle, please locate another outlet to complete the charging cycle on the electric golf cart.

Electric Carts are equipped with a battery gauge indicating when the batteries are getting low. It is recommended the Cart is placed on charge anytime not in use or at a minimum charged every night regardless of the battery condition. This will ensure you get the most out of the cart for the duration of your rental. Keep in mind, electric carts cannot and are not designed to run continuously without charging the batteries. Run times will vary and will be shortened if the cart is driven in loose sand, hilly terrain, or when carrying multiple passengers.

Common Information

Key must be removed from the cart anytime it is left unattended. At no time should there be more than 2 passengers (Two-Seater w/ Cargo Bed – Ex. Hauler 250) 4 passengers (Four-Seater – Ex. TXT/RXV, Yamaha Drive) & 6 passengers (Six-Seater – Ex. Shuttle 6 / Limo) on the cart. Allowing more than the recommended passengers on the cart will result in suspension damage and repair costs will be charged against your deposit. Do not make turns at high speeds. Slow down to turn or make corners especially with carts that have altered suspensions "Mid-Rise Lift Kits" as they are prone to rollover at high speeds. It is our goal to provide customers with reliable golf carts by which we perform routine maintenance and battery discharge tests. This is to ensure you get the most use out of the cart with each charge. In the event a problem does arise, we ask that you first check to ensure that all operating instructions are being followed and the charger has sufficient power and is connected properly. Do not for any reason attempt to perform maintenance or repairs on the cart. If you are unable to resolve the problem, contact AGCR LLC immediately and we will send out a mechanic as soon

as possible. Should the problem result in the loss of use during the agreed-upon rental time, you will be refunded appropriately. Failure to notify us of a problem will result in no refund for the period we were not notified of the problem. In the event, we are requested to make a service call and it is determined that the problem is the result of improper operation of the cart or failure to properly connect the charging system a \$35.00 fee will be charged against your deposit. Upon completion of the rental, the cart should be washed off thoroughly. Do not use a pressure washer, a water hose will be sufficient.

TERMS

- Normal wear and tear on the vehicle(s) is to be expected, but abuse or damage to the vehicle(s) will be the responsibility of the Recipient.
- Any cost to repair or replace the vehicle(s) and their accessories because of any acts of accident, vandalism, fire, or theft will be the responsibility of the Recipient.
- The Recipient will be responsible for routine maintenance of the vehicle(s) for the term of this agreement, including but not limited to oil, air pressure, gas, etc.).
- The Recipient shall not permit anyone under the age of 21 and possess a valid driver's license to operate the vehicle(s).
- AGCR LLC Shall have the right to terminate this agreement and take possession of the vehicle(s) for any reason.
- The Recipient shall defend, indemnify, and hold harmless AGCR LLC., as well their agents, employees, and affiliates, from and against all losses, damages, liabilities, or expenses including, but not limited to, reasonable attorney's fees and litigation costs which any of them incur arising out of the possession or use of the vehicle(s) by the recipient.
- Golf cart reservations can be canceled with a full refund up to 14 (fourteen) days prior to the first rental day. If not canceled 14 (fourteen) days prior to the rental day, the Recipient will be charged a \$100 cancellation fee.

I, the undersigned, hereby certify that I read and agree fully to the terms and conditions set forth in this agreement. If paying by credit card, I authorize AGCR LLC to charge the rental fee to the credit card provided above.

I, the undersigned, hereby agree to follow all rules outlined in this contract. Any deviation from the contract can result in suspension of use of the above-said vehicle.

- **VEHICLE MAY NOT BE OPERATED WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS**
- **MUST BE 21 YEARS OLD TO OPERATE THIS RENTAL VEHICLE AT ALL TIMES**
- **ALL PASSENGERS NEED TO BE SEATED AT ALL TIMES WITH ALL HANDS AND FEET INSIDE THE VEHICLE**
- **CHILDREN NEED TO BE SEATED IN THE SEAT AND NOT PLACED ON THE LAP OF ANOTHER RIDER**
- **IGNITION SWITCH MUST BE SWITCHED INTO THE OFF POSITION AND KEY REMOVED WHEN NOT OPERATING**
- **THIS VEHICLE IS NOT TO BE OPERATED ON PUBLIC ROADS UNLESS LOCAL LAWS APPLY.**
- **PLEASE USE THIS VEHICLE RESPONSIBLY**
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*****PLEASE READ THE ABOVE CONTRACT** IF YOU AGREE PLEASE SIGN BELOW**

X _____ NAME/DATE